UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

DONNA R. HUDDLESTON Plaintiff, vs. NATIONSTAR MORTGAGE, LLC Serve Registered Agent: CSC-Lawyers Incorporating Service Company 221 Bolivar Street Jefferson City, MO 65101 And BANK OF AMERICA, N.A. Serve: Brian Moynihan Chairman of the Board and Chief Executive Officer Bank of America, N.A 100 N. Tyron Street Charlotte, NC 28202 Defendants.	Case No. ______________________ **JURY TRIAL DEMANDED**

COMPLAINT

Plaintiff Donna R. Huddleston, by and through her under-signed attorney, for her Complaint against defendants Nationstar Mortgage, LLC and Bank of America, N.A. states as follows:

PARTIES, JURISDICTION AND VENUE

1. Plaintiff Donna Huddleston is a legal resident of the County of St. Louis, State of Missouri.

2. Defendant Nationstar Mortgage, LLC ("Nationstar") is a limited liability company organized under the laws of the State of Delaware doing business in the County of St. Louis, State of Missouri.

3. Defendant Bank of America, N.A. is a national bank association with its principal place of business in Charlotte, North Carolina.

4. Plaintiff's claims arise under the Real Estate Settlement Procedures Act (RESPA), 12 U.S.C. §§ 2601-2617 and common law.

5. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1331 and supplemental jurisdiction over Plaintiff's related state law claims under 28 U.S.C. 1367(a).

6. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) because events that give rise to this claim occurred within the Eastern District of Missouri.

Facts

7. At all times material herein, Plaintiff Donna Huddleston ("Ms. Huddleston") has owned the home known and numbered as 8614 Drury Lane, St. Louis, Missouri 63147 (the "Home").

8. Ms. Huddleston purchased her Home on or about November 18, 1993 with a mortgage loan from Town and Country Mortgage Co. By October 2012, Ms. Huddleston's mortgage loan was being serviced by Bank of America. Her payments had increased to an amount that was difficult for Ms. Huddleston to afford, and she and Bank of America began working to modify Ms. Huddleston's mortgage.

9. On or about October 1, 2012, Bank of America and Ms. Huddleston entered into an FHA Home Affordable Modification Trial Period Plan ("TPP"). Pursuant to the TPP, if Ms.

Huddleston complied with the TPP, then Bank of America would provide her with a Partial Claim and FHA-Home Affordable Modification Agreement ("Modification Agreement").

10. Ms. Huddleston successfully complied with the TPP, and, on or about May 14, 2013, Bank of America sent Ms. Huddleston a letter offering to modify her mortgage loan.

11. In the letter, Bank of America informed Ms. Huddleston that, pursuant to the terms of the modification, the principal balance of Ms. Huddleston's mortgage would be permanently reduced and her loan would be brought current through a subordinate lien in the amount of the past due balances. Ms. Huddleston would not need to pay the subordinate lien until the end of her mortgage term.

12. Ms. Huddleston executed the Modification Agreement on or about May 16, 2013 and Bank of America executed the Modification Agreement on May 20, 2013. A copy of the signed Modification Agreement is attached hereto as Exhibit A.

13. Pursuant to the terms of the Modification Agreement, Bank of America promised, inter alia, that (i) the principal balance of Ms. Huddleston's loan would be reduced from $68,279.63 to $58,200.90 – a principal reduction of $9,600.56; (ii) the annual interest rate would be reduced from 5.375% to 4%; (iii) the maturity date of the loan would be January 1, 2043; (iv) the monthly payments of principal and interest would be $277.86; (v) the escrow for taxes and insurance would be $386.36 subject to future adjustments in accordance with applicable law with which escrow and (vi) her monthly payment of principal, interest, taxes and insurance (totaling $664.22) would begin July 1, 2013.

14. Contemporaneously with the execution of the Modification Agreement, Ms. Huddleston signed a non-interest bearing "Subordinate Note" payable to Bank of America in the amount of $4,449.61 with a single balloon payment in said amount due and payable on January 1, 2043 and a Deed of Trust securing the Subordinate Note. The Subordinate Note and the Deed of Trust comprise the "Partial Claim." The purpose of the Subordinate Note was to clear past due balances on Ms. Huddleston's mortgage and bring her loan current.

15. After executing the Modification Agreement and Partial Claim, and at all times relevant herein, Ms. Huddleston made her monthly payments in accordance with the requirements of the Modification Agreement with Bank of America.

16. After modifying Ms. Huddleston's mortgage, Bank of America transferred the loan servicing to Nationstar. On July 1, 2013, Nationstar sent Ms. Huddleston a "welcome letter" that failed to account for the Modification Agreement and reflected a principal balance of $67,908.21, a payment due of $2,001.32, and an escrow balance of zero ($0.00).

17. On July 19, 2013, Nationstar sent Ms. Huddleston a statement alleging that her account was past due in the amount of $2,434.14 and that the principal balance of her loan was $67,908.21. The statement did not reflect any of the terms of the Modification Agreement.

18. On or about November 20, 2013, Nationstar mailed Ms. Huddleston a notice that she was in "default" under the loan and that the amount necessary to cure the alleged default as of that date was $1,815.64. In fact, Ms. Huddleston had made all of her

monthly payments, and, had the terms of the Modification Agreement been applied to her loan, there would have been no past due balance owed.

19. In its November 20, 2013 letter, Nationstar told that Ms. Huddleston that if she did not pay the $1815.64 by December 26, 2013 then Nationstar would accelerate the loan and "invoke any remedies provided for in the Note and Security Instrument, including but not limited to the foreclosure sale of the property."

20. Nationstar continued sending monthly statements to Ms. Huddleston that showed a principal balance in excess of $67,000 and continued claiming that she owed amounts due that were not due. It also claimed that her monthly principal and interest payments were $398.07 rather than the $277.86 due under the Modification Agreement.

21. On or about March 20, 2014, Nationstar sent Ms. Huddleston another notice of "default." This time Nationstar claimed (incorrectly) that she was past due in the amount of $3,620.20 on her loan and again threatened acceleration and foreclosure if she failed to pay the amount on or before April 24, 2014.

22. Ms. Huddleston called Nationstar on multiple occasions to inform Nationstar that she had entered into the Modification Agreement with Bank of America and that Nationstar was mistaken when it claimed her account was past due. But her efforts were to no avail. On or about April 9, 2014, Nationstar returned her monthly payment of $664.22 – the amount due under the Modification Agreement – because, according to Nationstar, the amount was insufficient to bring her account current. That amount, said Nationstar, was $4,290.64.

23. Unable to convince Nationstar that it was mistaken, Ms. Huddleston contacted attorney Douglas McCloskey for help. On April 21, 2014, Mr. McCloskey, as

attorney for Ms Huddleston, sent Nationstar a Notice of Error and Request for Information under RESPA (hereinafter the "Qualified Written Request for Information" or "QWR"). His QWR included a signed copy of the Modification Agreement, provided proof of Ms. Huddleston's payments, pointed out Nationstar's errors, and demanded, among other things, that Nationstar (i) honor the Modification Agreement; (ii) locate and properly apply her monthly payments, and (iii) provide a full accounting and record of her payments on the loan including the escrow account. A copy of the QWR (without the exhibits referenced therein) is attached hereto as Exhibit B.

24. On or about May 28, 2014, Nationstar replied to Mr. McCloskey's QWR. It produced a payment and transaction history which it contended was accurate and claimed (incorrectly) that Ms. Huddleston was "seven payments delinquent and contractually next due for the November 1, 2013, monthly installment." The payment and transaction history started with a principal balance on July 5, 2013, of $67,908.21 and revealed that Nationstar had been holding all of Ms. Huddleston's payments in a suspense account. On the occasions when Nationstar removed monies from the suspense account and applied them to Ms. Huddleston's account, Nationstar charged $398.07 to principal and interest rather than the $277.86 due under the Modification Agreement. Nationstar also charged late fees when Ms. Huddelston's payments were timely and charged amounts for legal fees and property inspections after claiming (improperly) that her account was in default. A copy of Nationstar's response to the QWR (without the exhibits referenced therein) is attached hereto as Exhibit C.

25. On or about July 8, 2014, Nationstar notified Ms. Huddleston (incorrectly) that she had not made any payments since March 1, 2014 and that she was in "default".

It told her that as of July 8, 2014, the total balance of the monthly payments, including principal, interest, escrow, late fees, NSF fees, and other fees and advances, past due was $3,612.01. Nationstar threatened to accelerate her loan and begin foreclosure proceedings if the amount was not paid by August 12, 2014.

26. On July 14, 2014, Nationstar notified Ms. Huddleston (incorrectly) that she had not made any payments since August 1, 2013, and that as of July 14, 2014, the total monthly payments (including principal, interest, escrow, late fees, NSF fees, and other fees and advances) past due were $7,379.47. Again, Nationstar told Ms. Huddleston that she was in "default" and threatened to accelerate the loan and commence foreclosure proceedings if the $7,379.47 was not paid by August 18, 2014.

27. On July 17, 2014, Ms. Huddleston's attorney Douglas McCloskey sent Nationstar another QWR renewing all of her previous requests and demanding that Nationstar provide the required answers and documents. A copy of the QWR is attached hereto as Exhibit D.

28. On July 18, 2014, Nationstar sent Ms. Huddleston a monthly statement which, for the first time, reflected that her monthly principal and interest payment was $277.86 and that the principal balance of the loan was $58,117.04 – both numbers an acknowledgment of the Modification Agreement. Yet, on the same monthly statement, Nationstar claimed (incorrectly) that Ms. Huddleston had overdue payments totaling $8,081.29 and that the amount owed as of August 1, 2014, was $8,745.50.

29. On July 25, 2014, Nationstar sent a letter to Ms. Huddleston in which Nationstar stated that it had conducted an investigation and determined that the error which her attorney, Douglas McCloskey, had brought to the attention of Nationstar, i.e.

Nationstar's refusal to apply the terms of the Modification Agreement, "did not occur." According to Nationstar, "the account was modified according to the terms from …[Ms. Huddleston's] prior servicer."

30. Nationstar claimed in its July 25, 2014 letter that it had previously offered Ms. Huddleston a newer agreement to "bring the account to a more current status," but that Ms. Huddleston did not accept the modification because she "wished to have the terms of the Bank of America agreement booked to the Nationstar account." Nationstar claimed that the terms were "booked properly to the account on July 10, 2014, as agreed upon with . . . [Bank of America]'s agreement." A copy of Nationstar's July 25, 2014 letter is attached hereto as Exhibit E.

31. As the successor servicer, Nationstar had an obligation to honor the Modification Agreement. The "newer agreement" which Nationstar created and Ms. Huddleston refused to sign was a complete abrogation of the Modification Agreement. The "newer agreement" would have raised the unpaid principal balance of Ms. Huddleston's loan to $67,138.37 as of March 1, 2014, and extended the maturity date to March 1, 2044. It would also have required Ms. Huddleston to make monthly principal and interest payments of $320.53. Ms. Huddleston would also be required to sign another subordinate note (payable to HUD) in the amount of $2,000 and sign a subordinate Deed of Trust.

32. On information and belief, Nationstar never properly "booked" the terms of the Modification Agreement that Ms. Huddleston had reached with Bank of America in May, 2013.

33. In a separate letter to attorney Douglas McCloskey dated July 25, 2014, Nationstar claimed (incorrectly) that Ms. Huddleston was approximately 12 payments delinquent and contractually due for the August 1, 2013 monthly installment. In fact, Ms. Huddleston had made all of her monthly payments due under the Modification Agreement.

34. On August 5, 2014, Nationstar transferred the servicing of Ms. Huddleston's loan back to Bank of America.

35. On August 13, 2014, Bank of America sent Ms. Huddleston a notice that the amount of her debt as of that date was $68,597.25.

36. On August 15, 2014, Bank of America sent Ms. Huddleston a notice which recited that "according to … [Bank of America's] records … [her] home loan payments of $13,381.05 which includes any late charges or applicable fees, for the month(s) of August 2013 through August 2014 …[were] past due" and "must be received by August 30, 2014.

37. By a separate letter dated August 15, 2014, Bank of America, also sent Ms. Huddleston a Notice of Intent to Accelerate her loan. There, Bank of America claimed (incorrectly) that her monthly payments from August 2013 through August 2014 were past due and that if she did not cure her "default" by paying Bank of America $13,381.05 on or before September 24, 2014, then the full amount of the loan would be accelerated and become due and payable and foreclosure proceedings would be initiated at that time.

38. On September 16, 2014, Bank of America sent Ms. Huddleston a monthly statement that indicated that she owed $9,298.94 in overdue "payments, fees and

charges" and had an escrow balance of minus $3,714.69. By this time, Ms. Huddleston had paid a total of $10,115.20 to Bank of America and Nationstar since July 1, 2013 and was current on her payments.

39. Between September 2014 and February 2015, Ms. Huddleston continued receiving erroneous statements from Bank of America that did not acknowledge the Modification Agreement.

40. On March 16, 2015, Bank of America sent Ms. Huddleston a monthly statement which indicated that she had an "interest bearing principal balance of $56,647.92 and a "[n]on interest bearing principal balance of $4,449.61." This was the first monthly statement from either Bank of America or Nationstar to acknowledge the Subordinate Note which Ms. Huddleston had signed in May 2013 as part of the Modification Agreement

41. On March 30, 2015, the undersigned counsel for Ms. Huddleston sent a Notice of Error and Request for Information (hereinafter the "NOE") to Bank of America addressing the failure of Nationstar and Bank of America to acknowledge the May 2013 Modification Agreement. A copy of the NOE (without the Exhibits referenced therein) is attached hereto as Exhibit F.

42. On May 27, 2015, more than two years after the execution of the Modification Agreement, Bank of America responded to the March 30, 2015 NOE and modified Ms. Huddleston's mortgage in accordance with the Modification Agreement. Her principal balance was lowered to $56,078.53, her escrow balance was adjusted to $735.93, and her account was marked as paid through and including May 2015.

43. Nationstar and Bank of America's refusal to recognize the Modification Agreement, their failure to investigate and correct their accounting errors on the loan after being

told of them by Ms. Huddleston and her lawyer, their notices of default, notices of intent to accelerate the loan and their threatened foreclosure action if Ms. Huddleston did not pay the amounts they demanded – which amounts were not owed – caused Ms. Huddleston severe emotional distress. The emotional distress manifested itself in Ms. Huddleston in the form of migraine headaches that increased in frequency and intensity following Nationstar and Bank of America's acts and omissions, as well as depression and anxiety.

44. Ms. Huddleston was counting on her monthly payments under the Modification Agreement to boost her credit score so that she could refinance her auto loan with a lower interest rate and get out from under high interest loans and bring down her insurance premiums. She diligently made timely payments under the Modification Agreement to achieve this goal. But, Nationstar reported her account delinquent to the credit bureaus for the months of September 2013 through January 2014 even though her account was current. This negative credit reporting and the defendants incorrect accounting of her loan prevented her from raising her credit score as she had hoped and planned and added to her depression.

COUNT I

VIOLATION OF RESPA AGAINST NATIONSTAR

45. Plaintiff realleges and incorportates by reference paragraphs 1 through 44 above as fully as if set forth verbatim herein.

46. The Real Estate Settlement Procedures Act, 12 U.S.C. § 2601-2617 (RESPA), was passed to protect consumers from certain abusive practices that have developed in the residential real estate industry. RESPA applies to "federally related mortgage loans," loans made by federally insured depository lenders or by creditors who make or invest more than one million dollars per year in residential secured loans. *See* 12 U.S.C. § 2602(1)(B).

47. Among other protections, RESPA provides borrowers with an avenue to dispute account errors and to obtain information about the servicing of their mortgage. Borrowers may request information through a written inquiry known as a Qualified Written Request for Information ("QWR"). Borrowers may submit a written Notice of Error to a servicer to request that an error on their account be corrected.

48. Pursuant to 12 U.S.C. § 2605(e)(1)(A) if a servicer of a "federally related mortgage loan" receives a QWR from a borrower or an agent of the borrower for information relating to the servicing of the loan, "the servicer shall provide a written response acknowledging receipt of the correspondence within 5 days excluding legal public holidays, Saturdays, and Sundays) unless the action requested is taken within such period." Id.

49. Further, "[n]ot later than 30 days (excluding legal public holidays, Saturdays and Sundays) after receipt from any borrower of any qualified written request…the servicer shall (A) make appropriate corrections in the account of the borrower, including the crediting of any late charges or penalties, and transmit to the borrower a written notification of such correction (which shall include the name and telephone number of a representative of the servicer who can provide assistance to the borrower; (B) after conducting an investigation, provide the borrower with a written explanation or clarification that includes (i) to the extent applicable, a statement of the reasons for which the servicer believes the account of the borrower is correct as determined by the servicer; and (ii) the name and telephone number of an individual employed by, or the office or department of the servicer who can provide assistance to the borrower; or (C) after conducting an investigation, provide the borrower with a written explanation that includes (i) information requested by the borrower or an explanation of why the information requested is unavailable or cannot be obtained by the servicer; and (ii) the name and telephone number of an individual

employed by, or the office or department of, the servicer who can provide assistance to the borrower." 12 U.S.C. § 2605(e)(2)(A) – (C)(ii). See also 12 C.F.R. § 1024.35.

50. 12 C.F.R. § 1024.35 (e)(1)(i)(B) makes clear that the investigation conducted by the servicer in response to a written notice of error from the borrower, must be a "reasonable investigation."

51. Ms. Huddleston's mortgage loan was and is a federally related mortgage loan. The loan is secured by a first lien on Ms. Huddleston's home and is insured by the Federal Housing Administration. Moreover, on information and belief, the originating lender Town and Country Mortgage Co. made or invested more than 1 million dollars per year in residential secured loans.

52. Nationstar violated 12 U.S.C. § 2605(e)(2)(B) and 12 C.F.R. § 1024.35 (e)(1)(i)(B) because it failed to conduct a reasonable investigation of the error described in attorney Douglas McCloskey's April 21, 2014 QWR. Had Nationstar conducted a "reasonable investigation', Nationstar would have confirmed that Ms. Huddleston entered into the Modification Agreement with Bank of America and signed the Partial Claim in May, 2013 and that she was current with her payments under the mortgage loan as modified.

53. Nationstar also violated 12 U.S.C. § 2605 (e)(2)(A) because if it failed to correct Ms. Huddleston's mortgage loan account after receiving attorney Douglas McCloskey's April 21, 2014 QWR; instead Nationstar continued to claim that Ms. Huddleston was in arrears, that the unpaid principal balance of the loan was in excess of $67,000 when it should have been less than $58,300, that her monthly principal and interest payment was $398.07, when it should have been $277.86. Nationstar compounded this error by sending her a notice of default, threatening

foreclosure, misapplying her payments and charging Ms. Huddleston late fees, property inspection fees and attorneys fees even though her loan was current.

54. Nationstar never corrected or acknowledged its error before transferring the loan servicing back to BOA in August 2014.

55. As a direct and proximate result of Nationstar's RESPA violations – namely its failure to conduct a reasonable investigation of the errors described in attorney McCloskey's QWR and correct the errors which resulted in Nationstar sending Ms. Huddleston letters and monthly statements that claimed she was delinquent in making loan payments, misapplying her loan payments, declaring her loan in default, threating foreclosure and demanding monies from Ms. Huddleston that she did not owe - Ms. Huddleston suffered (i) emotional distress, worry and anxiety and humiliation over the possible loss of her home; (ii) depression that despite her regular monthly loan payments to the defendants, they continued to claim and report that her payments were delinquent and frustrate her struggle to raise her credit score; (iii) actual pecuniary damages in hiring attorney McCloskey to send the QWR and to assist her in the problems she was having with Nationstar; and (iv) damage to her credit in an amount that is presently undetermined but believed to be in excess of twenty-five thousand dollars ($25,0000).

56. As a result of Nationstar's statutory violations, Ms.Huddleston is entitled to actual damages and statutory damages pursuant to 12 U.S.C. § 2605(f)(1).

57. On information and belief, Nationstar has a pattern and practice of failing to reasonably investigate and/or correct errors brought to Nationstar's attention by borrowers.

WHEREFORE, Plaintiff Donna Huddleston prays for actual damages against Nationstar in such amount as may be proven at trial but believed to be in excess of twenty-five thousand dollars ($25,000) statutory damages in the amount of $1,000, court costs, reasonable attorneys' fees, and for such other and further relief as may be necessary and proper.

COUNT II

NEGLIGENCE INFLICTION OF EMOTIONAL DISTRESS AGAINST NATIONSTAR

58. Ms. Huddleston repeats, realleges and incorporates by reference paragraphs 1 though 57 above as fully as if set forth verbatim herein.

59. Nationstar undertook the performance of servicing Ms. Huddleston's mortgage loan – a service that if negligently performed would obviously cause harm to Ms. Huddleston. As the servicer of Ms. Huddleston's loan, Nationstar had a duty to maintain proper and accurate loan records and to discharge and fulfill the other incidents attendant to the maintenance, accounting and servicing of Ms. Huddelston's loan.

60. Nationstar negligently breached its duty to Ms. Huddleston in the following respects:

a. Nationstar failed to correct its accounting errors on Ms. Huddleston's loan after Ms. Huddleston informed Nationstar orally about the Modification Agreement and her lawyer Douglas McCloskey provided a signed copy of the Modification Agreement to Nationstar together with the QWR describing Nationstar's errors.

b. Nationstar failed to conduct a full and complete investigation of its accounting errors on Ms. Huddleston's loan after Ms Huddleston informed Nationstar orally about the Modification Agreement and her lawyer Douglas McCloskey provided a signed copy of the Modification Agreement to Nationstar together with the QWR describing Nationstar's errors;

c. After receiving the QWR from attorney McCloskey and notice of the errors described therein, Nationstar continued to maintain that Ms. Huddleston was in default on her loan and threatened to foreclose on her home if she did not pay monies (that she did not owe);

d. Nationstar failed to properly apply Ms. Huddleston's monthly mortgage payments by charging the wrong amount to principal and interest,

e. Nationstar charged her late fees when her monthly payments were timely,

f. Nationstar improperly returned her monthly payment; and

g. Nationstar demanded that she pay monies that she did not owe;

61. The actions of Nationstar described above were negligent and reckless and Defendant Nationstar knew or reasonably should have known that its conduct involved an unreasonable risk of causing emotional distress to Ms. Huddleston.

62. As a direct and proximate result of Nationstar's negligent conduct, Plaintiff has suffered emotional distress that is medically diagnosable and sufficient severity to be medically significant, worry, anxiety, humiliation and depression; she has also suffered damage to her credit, and other pecuniary damage such as the cost of hiring attorney Douglas McCloskey to send the QWR and other damages in an amount that is presently undetermined but believed to be in excess of twenty-five thousand dollars ($25,000).

63. On information and belief, the actions of Nationstar were willful, wanton and reckless and entitle Plaintiff to punitive damages.

WHEREFORE, Plaintiff prays for actual damages against Defendant Nationstar Mortgage, LLC in such amount as may be proven at trial but believed to be in excess of twenty-five thousand dollars ($25,000) plus punitive damages in such amount as are fair and reasonable together with her court costs and such other and further relief as may be necessary and proper.

COUNT III

NEGLIGENCE INFLICTION OF EMOTIONAL DISTRESS AGAINST BANK OF AMERICA

64. Plaintiff repeats, realleges and incorporates by reference paragraphs 1 through 63 above as fully as if set forth verbatim herein.

65. As the servicer of Ms. Huddleston's loan, Bank of America had a duty maintain proper and accurate loan records and to discharge and fulfill the other incidents attendant to the maintenance, accounting and servicing of Ms. Huddelston's loan. This duty included booking the Modification Agreement in a timely manner and using reasonable care to maintain accurate loan records that reflected the Modification Agreement and the correct unpaid principal balance of the loan, interest rate, amounts held in escrow and monthly loan payments (if any) that were past due and owed by Ms. Huddleston – particularly when Bank of America transferred the servicing of the loan to Nationstar.

66. Bank of America negligently breached its duty to Ms. Huddleston in the following respects:

a. Bank of America neglected to book and account for the Modification Agreement that it made with Ms. Huddleston in a timely manner and waited more than two years to do so.

b. On information and belief, after the Modification Agreement was signed, Bank of America failed and neglected to change its accounting records for the loan to reflect the new modified principal balance of Ms. Huddleston's loan, the reduction in the annual interest rate on her loan from 5.375% to 4%, the principal reduction of her loan, and the inclusion of past due payments and delinquent escrow included in the Subordinate Note (signed by Ms. Huddleston contemporaneously with the Modification Agreement) before Bank of America transferred the servicing of the loan to Nationstar;

c. Bank of America wrongfully threatened Ms. Huddleston that it would accelerate her loan and commence foreclosure proceedings if she did not pay $13,381.05 by September 24, 2014 when, in fact, Ms. Huddleston was current on her loan;

d. Between August 2014 and April 2015, Bank of America miscalculated Ms. Huddleston's escrow account and improperly raised her monthly escrow payment.

67. The negligent acts and omissions of Bank of America described above were negligent and reckless and Defendant Bank of America knew or reasonably should have known that its conduct involved an unreasonable risk of causing emotional distress to Ms. Huddleston.

68. As a direct and proximate result of Bank of America's negligent conduct, Plaintiff has suffered emotional distress that is medically diagnosable and of sufficient severity to be medically significant, worry, anxiety, humiliation and depression; she also suffered damage to her credit, incurred legal fees to hire attorney Douglas McCloskey and sustained other actual damages in an amount that is presently undetermined but believed to be in excess of twenty-five thousand dollars ($25,0000).

69. On information and belief, the actions of Bank of America were willful, wanton and reckless and entitle Plaintiff to punitive damages.

WHEREFORE, Plaintiff Donna Huddleston prays for actual damages against Bank of America in such amount as may be proven at trial (but believed to be in excess of twenty-five thousand dollars), plus punitive damages in such amount as are fair and reasonable together with her court costs, and for such other and further relief as may be necessary and proper.

LEGAL SERVICES OF EASTERN
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